

# Exhibit A

1 them permission to hand over the document. So I was  
2 barred from having that discussion with Bentham. So,  
3 sadly, I didn't get to ask them. But I would like to  
4 ask them, but I didn't get the opportunity.

5 Q. So, in short, you were not part of any  
6 discussion. You did not hear any discussion between  
7 Bentham and ChanBond about what the money was going to  
8 be used for related to that third amendment to the  
9 funding agreement, correct?

10 A. Correct, because I would have blocked it had I  
11 been.

12 Q. And what evidence do you have that money given  
13 to ChanBond, pursuant to the third amendment to the  
14 funding agreement, was used for Mr. Carter's personal  
15 expenses?

16 A. Because, if I remember, the third amendment was  
17 for working capital, if I recall correctly.

18 Q. Uh-huh.

19 A. And ChanBond doesn't have any business.  
20 There's no business. Everything else was paid for  
21 through the previous amendments. Everyone else was on  
22 contingency. There's no reason for ChanBond to be  
23 drawing down any additional money for working capital.  
24 It had no business. The only business it has was -- had  
25 and has is monetizing the patents through the ChanBond

1 litigation, which had already been accounted for in the  
2 one -- in the original and second amendment of the LFA.

3 Q. So -- so your understanding is that ChanBond  
4 had no operating expenses?

5 A. That were not already accounted for.

6 Q. Do you have any other evidence that money for  
7 operating expenses at ChanBond was actually used for  
8 Billy Carter's personal expenses?

9 A. He stopped asking me for money, so I assumed he  
10 found money elsewhere for his day-to-day living. So I  
11 guess I drew that assumption.

12 Q. Any other evidence?

13 A. He paid me back some money, so I had assumed he  
14 took it from there.

15 Q. How much did he pay you back?

16 A. 5,200 U.S. dollars.

17 Q. Any other evidence?

18 A. No, but there's something in that third  
19 amendment that might rack my memory.

20 Q. You've been paid the principal under the note  
21 that's in the -- referenced in the ISA, correct?

22 A. Yes.

23 Q. You've been paid the full amount of the  
24 principal pursuant to that note, correct?

25 A. Do you mean the 5 million?

1 Q. Under your interpretation of Section 8.3, you  
2 could have vetoed a \$200 million settlement, correct?

3 A. I could have.

4 Q. You wouldn't have, right?

5 A. Unlikely.

6 Q. So under your interpretation of Section 8.3,  
7 your right -- really, you believe it was unlimited in  
8 how broad that right was to object to any settlement or  
9 license of the ChanBond patents?

10 MR. COHEN: And I will object to the  
11 extent it calls for a legal conclusion.

12 But you can answer as to your  
13 understanding.

14 A. My understanding is there's no limit as long as  
15 it -- the scope is within handing out a percentage in  
16 the patents. That's the limitation. It's all centered  
17 around the patents.

18 Q. (BY MR. BREEDLOVE) If it has to do with  
19 transferring any interest in the ChanBond patents, then  
20 you would have full right to object and veto settlement  
21 or license, correct?

22 A. I think it refers to material assets and when  
23 the patents are -- it's only material assets. When I  
24 say "patents," I'm actually talking about material  
25 assets. So I use that interchangeably, so sorry if I'm

1 confusing you.

2 Q. No, that's not confusing at all.

3 A. Okay.

4 Q. And so my question is simply -- I think I  
5 understand your position, and I just wanted to make sure  
6 I did.

7 A. Uh-huh.

8 Q. Your interpretation of 8.3, that if there is a  
9 settlement or a license that involves transferring any  
10 interest in the ChanBond patents, even a nonexclusive  
11 license, that you have unlimited ability to veto that,  
12 correct? You had or have?

13 A. Have. And, yes, it's a sale, transfer --

14 Q. No. I just want your -- you don't have to read  
15 it to me. I just want to know if I've got that right  
16 about what your interpretation is.

17 A. If it involves sale, transfer, or spinoff, yes.

18 Q. Okay. Is it -- is it true that you didn't  
19 trust Mr. Carter's judgment when it came to running  
20 ChanBond and being in charge of settling or licensing  
21 the ChanBond patents?

22 A. I would say that's a fair statement, which is  
23 why the IPNav advisory services agreement went with the  
24 sale.

25 Q. Are you talking about "went with the ISA"?

# Exhibit B

1 route, has she gotten payment as a result of the  
2 monetization of these patents?

3 A. As I promised she'd get paid, and she  
4 did.

5 Q. And she will also receive payment  
6 when there's a dividend paid to UnifiedOnline on  
7 her shares; right?

8 A. Correct.

9 Q. I want to talk to you a little bit  
10 about ChanBond's business.

11 So does ChanBond do anything other  
12 than monetize these patents?

13 A. No.

14 Q. And so its only asset is the patents;  
15 right?

16 A. Correct.

17 Q. And what is the mechanism by which  
18 you obtain value from those patents?

19 A. The license and the selling them or  
20 going to trial and winning a verdict.

21 Q. And the settlement in this case is  
22 essentially a license; right?

23 A. Yes.

24 Q. And we've heard testimony, do you  
25 agree, that the lawsuits really covered the

# Exhibit C



**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

CBV, INC.,

Plaintiff

v.

C.A. No. 1:21-cv-01456-MN

CHANBOND, LLC, DEIRDRE LEANE, and  
IPNAV, LLC,

*Defendants.*

## DECLARATION OF EARL HENNENHOEFER

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF CUMBERLAND )

1. I, Earl Hennenhoefler, am a principal of CBV, Inc. (“CBV”), the named plaintiff in the captioned lawsuit. I submit this declaration in support of Plaintiff’s Reply Brief in Support of its Motion for Summary Judgment. I have personal knowledge of the facts submitted herein, and will testify competently to them if called to do so.

2. CBV first learned of the payment made by ChanBond, LLC to Leane Defendants in connection with this action on or about November 30, 2022. This was after the time at which this payment was made.

3. CBV was never asked to approve the payment made by ChanBond, LLC to Leane Defendants in connection with this action.

4. CBV never approved the payment made by ChanBond, LLC to Leane Defendants in connection with this action.

5. I state under penalty of perjury pursuant to the laws of the United States of America and the state of Delaware that the foregoing statements are true and correct.

Dated: February 19, 2024

  
Earl Hennenhoefer